



STATE OF WASHINGTON

**DEPARTMENT OF SERVICES FOR THE BLIND**

4565 7<sup>th</sup> Ave SE Lacey, WA 98503 • PO Box 40933 • Olympia, WA 98504-0933  
(360) 725-3830 • (Toll Free) 1-800-552-7103

**INVITATION FOR BID (IFB)**

**Low Vision Kit Items**

Solicitation Number	Purchase Authority	Bid due date and time
211-000002	100019	August 21, 2009 – 4:00 p.m.

Procurement Coordinator: Laura Beickman  
Rehabilitation Technician  
Phone (206) 721-6445  
Fax (206) 721-4103  
E-mail: laubeickman@dsb.wa.gov

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To request this information in alternative formats call (800) 552-7103, or TDD (206) 721-4056.

**Bids must be received on or before the Bid due date and time via any of the following methods:**

Method	Location
E-mail	laubeickman@dsb.wa.gov
Fax	(206) 721-4103
Postal Service	Department of Services for the Blind 3411 S. Alaska St. Seattle, WA 98118
Courier Service / Hand Delivery	Department of Services for the Blind 3411 S. Alaska St. Seattle, WA

## BIDDER'S AUTHORIZED OFFER

(*BID SIGNATURE PAGE*)

Low Vision Kit Items, 211-000002

Issued by the State of Washington

### Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting purchase authorization.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before purchase authorization award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
2. The attached Response is a firm offer for a period of 90 days following the Response Due Date specified in the IFB, and it may be accepted by the department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective purchase authorization, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any purchase authorization awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the enclosed General Terms and Conditions, if selected as a vendor. It is further understood that our standard contract will not be considered as a replacement for the General Terms and Conditions.
6. We (select one) **are** ☐ / **are not** ☐ submitting proposed exceptions to the products and/or General Terms and Conditions. Please provide specific details of the exceptions.  
+++++
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any purchase authorization awarded as a result of this solicitation.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

[illegible]

## BIDDER PROFILE

Vendor Information: Provide the below information, which will be used for procurement administration.

1. Federal Tax Identification number:	
2. WA State Department of Revenue Registration Tax number	
3. Company Mailing Addresses	
4. Orders to be sent to:	
5. Billing will be from	
6. Payment to be sent to	

### Expanding Opportunities for People with Disabilities

RCW 43.19.1911, 520, 525, 530 were amended and two new Chapters 43.19.531 and 533 were created in 2003 to encourage state agencies and departments to purchase products and/or services manufactured or provided by:

- Community Rehabilitation Programs (CRP); and
- Until December 31, 2009, businesses owned and operated by persons with disabilities (DBE).

### Minority and Women Owned Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

### Providing Support for Small Business Assistance

In accordance with the legislative findings and policies set forth in SSB 5723, state agency solicitations of purchased goods and services must be posted on the state's common vendor registration and bid notification system. The state's central services agencies are to develop procurement policies and procedures which encourage and facilitate state agency purchases of products and services from small businesses in Washington.

Bidders wishing to disclose applicability and/or certification of these designations are encouraged to do so.

## SPECIFICATIONS AND BID SHEET

The items below are to be delivered to the Department of Services for the Blind's Seattle office. Bids may be submitted for an individual item, group of selected items, or all items as a bundle. Manufacturer numbers or specific vendor codes have been included as the minimum acceptable quality and features for the items. Proposals for alternative products are acceptable. Alternatives must be itemized with a complete description of how the alternatives meet or exceed the quality and/or capability of the identified products.

The purchase of these products is funded through resources made available by the American Recovery & Reinvestment Act. DSB is dedicated to following the initiatives of President Obama ([www.recovery.gov](http://www.recovery.gov)) and Governor Gregoire ([www.recovery.wa.gov](http://www.recovery.wa.gov)). Please reference the web sites for additional information related to stimulus funds.

Item #	Item	Manufacturer	#	Vendor	#	QTY	Price
<b>READING STANDS/ LAP DESKS</b>							
1	Wooden Reading Stand with Magnetic Clipboard			LS&S	500WS	5	
2	Easy Reader Reading Stand			LS&S	ER1	5	
3	GrandStand: Portable Reading Easel, Black			APH	1-03204-00	5	
4	Adjustable Easel Portable Desk			S&S Worldwide	#10380	5	
<b>DISTANCE ACUITY TEST CHARTS</b>							
5	Feinbloom Chart			ShopLowVision.com	8630	5	
6	Lighthouse 20 foot Symbol Chart			ShopLowVision.com	9248	5	
<b>NEAR ACUITY TEST CHARTS</b>							
7	Lighthouse Continuous Text Card (Adult) - English			ShopLowVision.com	9261	5	
8	Lighthouse Continuous Text Card (Adult) - Spanish			ShopLowVision.com	9262	5	
9	Lighthouse Pocket -Size Test Cards - 2 sided numbers and words			ShopLowVision.com	9260	5	
10	Lighthouse Continuous Text Card (Child)			ShopLowVision.com	9264	5	
11	Patti Pics Near Vision Chart			ShopLowVision.com	9170P	5	
<b>OCCLUDERS</b>							
12	Bernell clip-on occluder with spring	Bernell	BC3009			5	
13	<del>Handheld Occlud-A-Measure</del>	<del>Bernell</del>	<del>BC7019</del>			<del>5</del>	
<b>ILLUMINATED HANDHELD MAGNIFIERS</b>							
14	10D/3.5x LED	Eschenbach	1510-34			5	
15	12D/3x LED	Eschenbach	1510-24			5	
16	16D/4x LED	Eschenbach	1510-44			5	
17	20D/5x LED	Eschenbach	1510-54			5	
18	28D/7x LED	Eschenbach	1510-74			5	
19	38D/10x LED	Eschenbach	1510-104			5	
20	50D/12.5x LED	Eschenbach	1510-124			5	
21	"Advantage" LED 3x	Mattingly	MH3LED			5	
22	"Advantage" LED 3.5x	Mattingly	MH35LED			5	
23	"Advantage" LED 4x	Mattingly	MH4LED			5	
24	"Advantage" LED 5x	Mattingly	MH5LED			5	
25	"Advantage" LED 6x	Mattingly	MH6LED			5	

26	"Advantage" LED 7x	Mattingly	MH7LED			5	
27	"Advantage" LED 10x	Mattingly	MH10LED			5	
28	5.4D/2.5x (+5x Bifocal) Incandescent	Eschenbach	1573			5	
29	12D/3x Incandescent	Eschenbach	1510-2			5	
30	10D/3.5x Incandescent	Eschenbach	1510-3			5	
31	16D/4x Incandescent	Eschenbach	1510-41			5	
32	20D/5x Incandescent	Eschenbach	1510-5			5	
33	28D/7x Incandescent	Eschenbach	1510-7			5	
34	38D/10x Incandescent	Eschenbach	1510-10			5	
35	50D/12.5x Incandescent	Eschenbach	1510-12			5	
36	Cases for #1573, 1510-2, 1510-3, 1510-41, 1510-5	Eschenbach	1500-4			25	
37	Cases for #1510-7, 1510-10, 1510-12,	Eschenbach	1500-1			15	
<b>BINOCULAR SYSTEMS - DISTANCE</b>							
38	Max TV Glasses	Eschenbach	1624-1			5	
<b>ILLUMINATED STAND MAGNIFIERS</b>							
39	PowerMag+ Bright White Handle			ShopLowVision.com	9560W	5	
40	PowerMag+ Contrast Yellow Handle			ShopLowVision.com	9560Y	5	
41	PowerMag+ Halo White Handle			ShopLowVision.com	9460W	5	
42	PowerMag+ Halo Plum Handle			ShopLowVision.com	9460P	5	
43	PowerMag+ 3x/8D 100x75mm lens			ShopLowVision.com	9533	5	
44	PowerMag+ 4x/12D 90mm lens			ShopLowVision.com	9534	5	
45	PowerMag+ 5x/16D 60mm lens			ShopLowVision.com	9535	5	
46	PowerMag+ 6/20D 50mm lens			ShopLowVision.com	9536	5	
47	PowerMag+ 7x/24D 35mm lens			ShopLowVision.com	9537	5	
48	PowerMag+ 8x/28D 35mm lens			ShopLowVision.com	9539	5	
49	PowerMag+ 10.75x/39D 35 mm lens			ShopLowVision.com	9541	5	
50	PowerMag+ 13x/48D 35mm lens			ShopLowVision.com	9543	5	
51	PowerMag+ 15x/56D 35mm lens			ShopLowVision.com	9545	5	
52	Illuminated Stand Magnifier, 15X	Peak	2023			5	
<b>DOME AND BAR MAGNIFIERS</b>							
53	1.1x/1.5x Clear Reader (Red)	Coil	5850/24			5	
54	1.7x, acrylic, round, lens 50 mm	Coil	5850/15			5	
55	4x/12D PowerDome, acrylic, lens 50mm			ShopLowVision.com	0763	5	
56	4x/12D PowerDome, acrylic, lens 95mm			ShopLowVision.com	0762	5	
57	2x Magna-Bar	B&L	81-26-18			5	
<b>AROUND THE NECK MAGNIFIERS</b>							
58	3X, 42mm, silver w/BLK cord, Pendant Magnifier	Walters	109-710			5	
59	5X, 42mm, silver w/Silver chain, Pendant Magnifier	Walters	109-742			5	
60	4" Round Hands Free 2X Bifocal Neck Magnifier	Selsi	367			5	
<b>SHEET MAGNIFIER</b>							
61	Page Magnifier, approx. 2D	Selsi	435			5	
<b>LOW POWER READING GLASSES</b>							
62	Mini-frame reading glasses, 1.00D	Eschenbach	2910-10			5	
63	Mini-frame reading glasses, 1.50D	Eschenbach	2910-15			5	

64	Mini-frame reading glasses, 2.00D	Eschenbach	2910-20			5	
65	Mini-frame reading glasses, 2.50D	Eschenbach	2910-25			5	
66	Mini-frame reading glasses, 3.00D	Eschenbach	2910-30			5	
67	Mini-frame reading glasses, 3.50D	Eschenbach	2910-35			5	
68	Mini-frame reading glasses, 4.00D	Eschenbach	2910-40			5	
69	+1.00 Clip-on Flip-Up Readers			ShopLowVision.com	8652A	5	
70	+1.50 Clip-on Flip-Up Readers			ShopLowVision.com	8652C	5	
71	+2.00 Clip-on Flip-Up Readers			ShopLowVision.com	8652E	5	
72	+2.50 Clip-on Flip-Up Readers			ShopLowVision.com	8652G	5	
73	+3.00 Clip-on Flip-Up Readers			ShopLowVision.com	8652I	5	
74	+3.50 Clip-on Flip-Up Readers			ShopLowVision.com	8652J	5	

#### HIGH POWER READING GLASSES

75	Frame #16 Economy 45-23-140, Amber / Lenses: CR39, +4.00D w/6Δ	Chadwick Optical				5	
76	Frame #2522, Spring Hinge, 46-22-140, Demi Amber / Lenses: CR 39, +5.00D w/7Δ	Chadwick Optical				5	
77	Frame "Half Way", Spring Hinge, 47-22-135, Gold / Lenses: CR39, +6.00D w/8Δ	Chadwick Optical				5	
78	Frame #7701, Spring Hinge, 45-20-140, Gunmetal / Lenses: CR39, +7.00D w/9Δ	Chadwick Optical				5	
79	Frame #13, Economy, 42-24-140, Black / Lenses: CR39, +8.00D w/10Δ	Chadwick Optical				5	
80	Frame #7301, Spring Hinge, 42-24-140, Mocha / Lenses: CR39, +10.00D w/12Δ	Chadwick Optical				5	
81	Frame #10, Economy, 44-20-140, Amber / Lenses: CR39, +12.00 w/14Δ	Chadwick Optical				5	
82	Frame #7302, Spring Hinge, 40-23-140, Graphite / Lenses: +14.00 w/ 16Δ	Chadwick Optical				5	
83	Frame: "Cherry", Spring Hinge, 51-20-140, Pewter, +8.00 O.U.	Chadwick Optical				5	
84	Frame #7721, Spring Hinge, 47-18-140, Silver / Lenses, CR39, +10.00D O.U.	Chadwick Optical				5	
85	Frame #2125, Economy, 44-19-139, Amber / Lenses: CR 39, +12.00D O.U.	Chadwick Optical				5	
86	Frame #7511, Spring Hinge, 40-24-145, Antique Gold/Demi Amber / Lenses: CR39, +14.00D O.U.	Chadwick Optical				5	
87	Frame #7721, Spring Hinge, 47-18-140, Coffee / Lenses: CR39, +16.00D O.U.	Chadwick Optical				5	
88	Frame #7302, Spring Hinge, 40-23-140, Mocha / Lenses: +18.00D O.U.	Chadwick Optical				5	
89	Frame #23 (VP), Spring Hinge, 48-19-140, Ink / Lenses: CR39, +20.00D O.U.	Chadwick Optical				5	
90	44mm, Metal Frame, Tortoise Shell Color, 6x O.U.			ShopLowVision.com	6458T	5	
91	44mm, Metal Frame, Tortoise Shell Color, 8x O.U.			ShopLowVision.com	#6462T	5	
92	44mm, Metal Frame, Tortoise Shell Color, 10x O.U.			ShopLowVision.com	#6466T	5	

#### HEAD-BORNE MAGNIFIERS

93	1.5x/+2D Lens Plate and Visor, Donegan "Optivisor"	Donegan	DA-2			5	
94	1.75x/+3D lens plate	Donegan	LP-3			5	
95	2x/+4D lens plate	Donegan	LP-4			5	
96	2.5x/+5D lens plate	Donegan	LP-5			5	
97	2.75x/+7D lens plate	Donegan	LP-7			5	

98	3.5x/+10D lens plate	Donegan	LP-10			5	
99	Megaview head loupe w/ 3 interchangeable lenses, non-ill.			MedexSupply	GRF-MG-2	5	
100	Max Detail Glasses	Eschenbach	1624-5			5	
<b>CLIP-ON LENSES</b>							
101	2.5x/6D clip monocular	Coil	5328			5	
102	3.5x/10D clip monocular	Coil	5329			5	
103	4.75x/15D clip monocular	Coil	5330			5	
104	Diagnostic Kit - set of binocular and monocular clip-on lenses	Eschenbach	1647			5	
<b>LAMPS/LIGHTING</b>							
105	300 watt white lamp dimmer	Lutron	TT300NLH			5	
106	Aluminum Goose-Neck Floor Lamp	Brandt	41413			5	
107	Portable Incandescent Desk Lamp, 28" reach	Electrix	2225-Z			5	
<b>HEADLAMPS/FLASH LIGHTS</b>							
108	12 LED Flash Light, 4", Water Resistant			LS&S	#401040	5	
109	Waterproof 4-LED Headlamp	Princeton Tec	Quad			5	
110	3.5 Watt Torch with hands free clip	Duravision	XLT3500C			5	
111	6 LED Torch with Hand Strap	Duravision	68030GR			5	
112	LED Hat Light	Energizer	HAT2BU1CS			5	
113	Luxeon LED Headlamp	Petzle	Tikka XP			5	
<b>OTHER</b>							
114	Shipping						



**Washington State Department of Services for the Blind**  
**General Terms and Conditions**  
**Invitation to Bid, Requests for Quotation, Authorization/Field Order Contracts**

THE AUTHORIZATION/FIELD ORDER CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE DEPARTMENT OF GENERAL ADMINISTRATION OFFICE OF STATE PROCUREMENT, AND THE LAWS OF THE STATE OF WASHINGTON.

- 1. CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the Department of Services for the Blind.
- 2. HANDLING:** No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers, or reels, unless otherwise stated herein.
- 3. DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the Department of Services for the Blind. With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 4. PAYMENTS AND ASSIGNMENTS:** Invoices will not be processed for payment until items invoiced are received. All payments to Vendor shall be remitted by EFT or mail. The Purchaser shall not honor drafts nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignable with prior written consent of the Department of Services for the Blind.
- 5. SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods FOB shipping point, Vendor agrees to prepay all shipping charges and route as instructed, or if instructions are not provided, route by cheapest common carrier and bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 6. REJECTION:** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 7. IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable authorization/field order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 8. INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits, or proceedings.
- 9. NONWAIVER BY ACCEPTANCE OF VARIATION:** No provision of this order or the right to receive seasonable performance of any act called for by the terms shall be deemed waived by a waiver by the Purchaser of a breach thereof as to any particular transaction or occurrence.
- 10. WARRANTIES:** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for the particular purpose.
- 11. CASH DISCOUNT:** In the event that Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.
- 12. TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for Federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate.
- 13. LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 14. RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Vendor from any obligation hereunder.
- 15. SAVE HARMLESS:** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused.
- 16. PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 17. TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 18. NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training, rendition of services. It is further understood that any Vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any authorization/field order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
- 19. ANTI-TRUST:** Vendor and the Purchaser recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
- 20. DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorneys' fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that the venue shall be laid in Thurston County.
- 21. BRANDS:** When a special brand is named, it shall be construed solely for the purpose of indicating the standard of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
- 22. GIFTS:** The Vendor shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to State officers and employees. Under that statute, any State officer or employee who has or will participate with the Vendor regarding any aspect of the Contract involving the purchase of goods or services is prohibited from seeking or accepting any gift, gratuity, favor or anything of economic value from the Vendor. Accordingly, neither the Vendor nor any agent or representative shall offer anything of economic value as a gift, gratuity or favor directly or indirectly to any such officer or employee.
- 23. ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT OF SERVICES FOR THE BLIND.**
- 24. ADD ON OPTION:** A. By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award provided the original purchase price, terms, conditions and specifications remain. Because usage requirements are unknown, actual order volume may be higher than anticipated. B. All subsequent purchases shall be effected by issuance of a authorization/field order by the agency supply officer or his/her designee